

ENROLLED ORDINANCE 159-12

TRANSFER JURISDICTION OF HIGHWAYS
WITH VILLAGE OF BUTLER

WHEREAS Waukesha County owns and operates a county highway system, and

WHEREAS the County has endorsed the SEWRPC Highway Jurisdictional Plan-2010 which recommends which level of government should be responsible for which highways in the county, and

WHEREAS the County and the Village of Butler have negotiated a Jurisdictional Transfer Agreement covering a portion of Hampton Avenue for transfer from the Village of Butler to the County.


THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES ORDAIN that the Waukesha County Executive is authorized to execute Jurisdictional Transfer Agreements covering a portion of Hampton Avenue for transfer from the Village of Butler to the County, copies of which are on file in the office of the County Clerk.

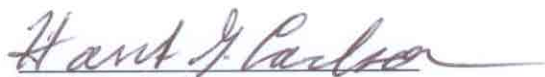
BE IT FURTHER ORDAINED that the County Department of Public Works is directed to take all necessary actions to implement the terms and conditions of said Agreements.


TRANSFER JURISDICTION OF HIGHWAYS
WITH VILLAGE OF BUTLER

Presented by:
Public Works Committee


Richard L. Manke, Chair

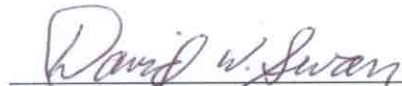

James R. Behrend


Hank G. Carlson



Peter Gundrum

Absent
Karl Nilson


Rodell L. Singert


David W. Swan

Approved by:
Finance Committee

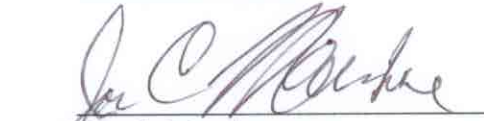

Patricia A. Haukohl, Chair


James R. Behrend


Donald M. Broesch



Genia C. Bruce


Kenneth C. Herro


Joe C. Marchese


Bonnie J. Morris

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 5-25-04, 
Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: ✓
Vetoed: _____

Date: 6-2-04, 
Daniel M. Finley, County Executive

NOTE: This is an attachment to Ordinance 159-0-003. It was inadvertently missed at the time of yellow copying.

JURISDICTIONAL TRANSFER AGREEMENT
FOR HAMPTON AVENUE

THIS AGREEMENT, entered into this _____ day of _____ 2004, by and between Waukesha County (hereinafter called the "County") and the Village of Butler (hereinafter called the "Village").

WITNESS THAT:

WHEREAS the County Trunk Highway System has been designed and constructed to serve trips of longer distance and large traffic volumes, and

WHEREAS Wis. Stat. 61.34 vests management of Village roads in the Village Board of Trustees, and

WHEREAS Section 83.025(1) Wisconsin Statutes enables the County to enter into a Jurisdictional Transfer Agreement with local units of government containing any terms and conditions that the County and local units deem necessary regarding maintenance or rehabilitation of the highway transferred to the County Trunk Highway System.

NOW THEREFORE, the parties hereto do mutually agree to transfer jurisdictional responsibility for the highways under the conditions described below.

1. The Village hereby transfers jurisdiction of Hampton Avenue from the west line of the Village of Butler easterly to the Milwaukee County line, a distance of 0.6 miles, to the County as part of the County Trunk Highway System pursuant to the terms of this Agreement.
2. The County hereby accepts transfer of jurisdiction of that portion of the road above-referenced to the County Trunk Highway System pursuant to the terms of this Agreement.
3. The County agrees that upon entry into this Agreement it will assume all costs related to the periodic maintenance and reconstruction of said road including but not limited to driving surface, stormwater catch basins and laterals, snow and ice control, curb and gutter, and traffic engineering, signs, signals (including maintenance, repair/replacement, operation and electrical expenses), and pavement markings related thereto. The Village shall retain responsibility for street lighting, storm water (other than catch basins and laterals), and shall have the right to provide a higher level of maintenance standards for the driving surface, at its own expense, with the consent of the County Director of Public Works. For purposes of this Agreement, the Parties agree that the County's responsibility for pavement marking under this paragraph shall consist of lane lines, centerlines and stop lines and that the Village shall retain responsibility for pavement markings for crosswalks, parking stalls, and other special markings. All pavement markings by the Parties shall conform to the Wisconsin State Manual of Uniform Traffic Control Devices.

4. The Parties acknowledge that the roadway transferred to the County Trunk Highway System under this Agreement is connected to that portion of the County Trunk Highway System designated as CTH EE within Milwaukee County and that said highway has four lanes of travel in addition to parking lanes. Accordingly, the Parties agree that, for purposes of Wis. Stat. 83.025(2), the County's maintenance, repair, and replacement responsibilities under this Agreement shall be over the entire width of the existing roadway being transferred to the County Trunk Highway System under this Agreement.
5. The County agrees that upon entry into this Agreement, it will assume responsibility for all permits for work within the Hampton Avenue highway right of way including driveway and utilities.
6. The Village agrees to indemnify and hold the County harmless from any and all claims which may arise out of the Village's operation and maintenance of that section of Hampton Avenue for the period of time prior to the effective date of this Agreement.
7. The County agrees to indemnify and hold the Village harmless from any and all claims that arise out of the County's maintenance of that section of Hampton Avenue transferred to the County Trunk Highway System under this Agreement beginning with the effective date of this Agreement.
8. The Village agrees that it will retain responsibility for: traffic enforcement, and maintenance of street lighting, sidewalks, sanitary sewer, storm sewer (other than catch basins and laterals), and municipal water facilities.
9. The County agrees that as the recipient agency, it will notify all property owners along the roadway that a transfer of jurisdiction has occurred and the proper contacts for issues related to roadway maintenance.
10. The County agrees that, in addition to any County Highway designation hereafter placed on Hampton Avenue, that said road shall continue to be named "Hampton Avenue" within the Village of Butler.
11. This Agreement shall have an effective date of July 1, 2004.

APPROVED

VILLAGE OF BUTLER

WAUKESHA COUNTY

Walter Woloszyk,
Village President

Daniel M. Finley
County Executive

Attest:

Larry S. Plaster
Village Administrator/Clerk

WAUKESHA COUNTY-BOARD OF SUPERVISORS

V

DATE-05/25/04

(ORD) NUMBER-1590003

1 K. HERRO.....AYE
 3 D. STAMSTA.....AYE
 5 J. MARCHESE.....AYE
 7 J. JESKEWITZ.....AYE
 9 P. HAUKOHL.....AYE
 11 K. HARENDA.....AYE
 13 J. MORRIS.....AYE
 15 D. SWAN.....AYE
 17 J. BEHREND.....AYE
 19 W. MITCHELL.....AYE
 21 W. KOLB.....AYE
 23 J. TORTOMASI.....AYE
 25 K. CUMMINGS.....AYE
 27 D. PAULSON.....AYE
 29 T. BULLERMANN.....AYE
 31 V. STROUD.....AYE
 33 D. PAVELKO.....AYE
 35 C. SEITZ.....AYE

2 R. THELEN.....AYE
 4 H. CARLSON.....AYE
 6 D. BROESCH.....AYE
 8 J. DWYER.....AYE
 10 S. WOLFF.....AYE
 12 J. GRIFFIN.....AYE
 14 A. KALLIN.....AYE
 16 R. MANKE.....AYE
 18 B. MORRIS.....AYE
 20 M. KIPP.....AYE
 22 G. BRUCE.....AYE
 24 B. KRAMER.....AYE
 26 S. KLEIN.....AYE
 28 P. JASKE.....AYE
 30 K. NILSON.....AYE
 32 P. GUNDRUM.....AYE
 34 R. SINGERT.....AYE

TOTAL AYES-35

TOTAL NAYS-00

CARRIED X

DEFEATED _____

UNANIMOUS _____

TOTAL VOTES-35